
FRANCHISE AGREEMENT

between

CITY OF ARLINGTON, TEXAS

and

DALLAS COWBOYS FOOTBALL CLUB, LTD.

Dated: _____, 2005

TABLE OF CONTENTS

	Page
ARTICLE I DEFINITIONS AND CONSTRUCTION	1
Section 1.1 <u>Definitions</u>	1
ARTICLE II LOCATION AND OTHER TEAM OBLIGATIONS	4
Section 2.1 <u>Location Commitments During Franchise Term and If Purchase Option is Exercised</u>	4
Section 2.2 <u>Sales or Mortgages of Franchise</u>	5
Section 2.3 <u>Team Play of Home Games If Cowboys Stadium Untenantable; League Labor Dispute</u>	6
Section 2.4 <u>Unconditional Requirements</u>	6
Section 2.5 <u>Limited Rights of Termination</u>	7
ARTICLE III WARRANTIES AND SPECIAL COVENANTS	8
Section 3.1 <u>By the City</u>	8
Section 3.2 <u>By the Owner</u>	8
ARTICLE IV SPECIFIC PERFORMANCE	8
Section 4.1 <u>Adoption of Act</u>	8
Section 4.2 <u>Acknowledgments and Findings</u>	9
ARTICLE V GENERAL PROVISIONS.....	9
Section 5.1 <u>Severability</u>	9
Section 5.2 <u>Entire Agreement; Amendment and Waiver</u>	9
Section 5.3 <u>Parties in Interest; Limitation on Rights of Others</u>	9
Section 5.4 <u>Counterparts</u>	10
Section 5.5 <u>Governing Law</u>	10
Section 5.6 <u>Dispute Resolution</u>	10
Section 5.7 <u>Interpretation and Reliance</u>	11
Section 5.8 <u>Attorneys' Fees</u>	11
Section 5.9 <u>Notices</u>	11

COWBOYS FRANCHISE AGREEMENT

This COWBOYS FRANCHISE AGREEMENT (this "Franchise Agreement"), made and entered into this ____ day of _____, 2005, by and between the City of Arlington, Texas, a duly incorporated home rule city of the State of Texas (the "City" or a "Party"), and Dallas Cowboys Football Club, Ltd., a Texas limited partnership (the "Owner" or a "Party"). The Owner and the City are sometimes herein collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the City and the below-named Tenant have made and entered into that certain Cowboys Complex Funding and Closing Agreement (the "Closing Agreement"), dated as of _____, 2005, pursuant to which the City and the Tenant agreed, among other things, to the terms for the financing and construction of a new sports and community venue project and as an approved venue project in the City under and in accordance with the authority provided by and the provisions of Chapter 334, Local Government Code, as amended (the "Act"); and

WHEREAS, this Franchise Agreement is required to be executed and delivered by the Owner pursuant to the Closing Agreement; and

WHEREAS, the Owner and the City intend by this Franchise Agreement to set forth the terms of the Owner's obligations to the City regarding the Team (herein defined) and the Franchise (herein defined) to play its Home Games (herein defined) in the Cowboys Stadium (herein defined); and

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which consideration is acknowledged and confessed by each of the parties hereto, the parties hereto do hereby agree as follows:

ARTICLE I

DEFINITIONS AND CONSTRUCTION

Section 1.1 Definitions.

In each place in this Franchise Agreement wherein the following words and terms are used, the same, unless a different meaning or intent clearly appears from the context, shall have the following meanings, respectively:

"Act" – shall have the meaning assigned to such term in the preamble above.

"Action(s)" or "Proceeding(s)" – means any action, lawsuit, demand, claim, proceeding, arbitration or other alternative dispute resolution process, Governmental Authority investigation, hearing, audit, appeal, administrative proceeding or judicial proceeding.

“Arbitration Procedures” – shall mean those procedures for the resolution of a Dispute or Controversy as set out in Exhibit "A" attached hereto.

“City” – the City of Arlington, Texas.

"Closing Agreement" – shall have the meaning assigned to such term hereinabove.

“Commencement Date” – shall have the meaning assigned to such term in the Lease.

"Cowboys Complex" – shall have the meaning assigned to such term in the Lease.

“Cowboys Stadium” – shall have the meaning assigned to such term in the Lease.

“Development Period” – shall have the meaning assigned to such term in the Lease.

“Dispute or Controversy” – shall have the meaning assigned to such term in Section 5.6(a) hereof.

“Extension Period” – shall have the meaning assigned to such term in the Lease.

“Fifth Extension Option” – shall mean the option granted to Tenant under Section 1.2(c) of the Lease to extend the Lease Term from fifty-five (55) years to sixty (60) years after the Operational Date.

“First Extension Option” – shall mean the option granted to Tenant under Section 1.2(c) of the Lease to extend the Lease Term from thirty (30) years to forty (40) years after the Operational Date.

“First Extension Period” – shall have the meaning assigned to such term in the Lease.

“Force Majeure” – shall have the meaning assigned to such term in the Lease.

“Fourth Extension Option” – shall mean the option granted to Tenant under Section 1.2(c) of the Lease to extend the Lease Term from fifty (50) years to fifty-five (55) years after the Operational Date.

“Franchise Agreement” – this Franchise Agreement as from time to time amended and supplemented by mutual written agreement of the City and the Owner.

“Franchise” – shall have the meaning assigned to such term in the Lease.

“Franchise Term” – the period commencing on the Commencement Date and ending the December 31 that occurs during the thirtieth (30th) year after the Operational Date; provided, however, said thirty (30) year period shall be extended an additional ten (10) years in the event: (i) Tenant exercises the First Extension Option, or (ii) Tenant exercises the Purchase Option with respect to any portion of the Cowboys Complex that includes the Cowboys Stadium and the First Extension Option has not been previously exercised. If the Franchise Term is extended to forty (40) years as a result of Tenant's exercise of the First Extension Option, the Franchise Term shall thereafter be automatically extended without any further action required by the City or Owner for

additional periods of five (5) years each upon Tenant's exercise of each of the Second Extension Option, Third Extension Option, Fourth Extension Option, Fifth Extension Option, Sixth Extension Option and Seventh Extension Option, respectively. Notwithstanding anything to the contrary set forth herein, however, if any Extension Period following the First Extension Period is terminated prior to the scheduled expiration of such Extension Period in accordance with the terms of Section 1.3(d) of the Lease, then the Franchise Term shall end and expire simultaneously with the earlier expiration date of such Extension Period. In any event, if the date on which the Franchise Term is scheduled to expire occurs during the course of a League season (including exhibition games, regular season, playoff games, or any championship game), then the Franchise Term shall automatically be extended, without any further action by Owner or City, to terminate on the date immediately after the Team's last game of the applicable League season.

“Governmental Authority(ies)” – shall have the meaning assigned to such term in the Lease.

“Home Games” – professional football games in which the Team is the “host” team, as designated by the League, including regular season games and post-season games, in competition with other members of the League, but excluding preseason games, exhibition games and League sanctioned games played outside of the City even though the Owner is designated as the “home team” by the League.

“League” – shall have the meaning assigned to such term in the Lease.

“League Labor Dispute” – means any of the following that results in the League canceling the Home Game in question: any owners’ lock-out, players’, umpires’ or referees’ strike, or other League labor disputes.

“Lease” – that certain Cowboys Complex Lease Agreement by and among the City, as landlord, and Cowboys Stadium, L.P., as tenant, executed and delivered of even date herewith and any and all amendments thereto (and assignments thereof).

“Lease Term” – shall have the meaning assigned to the term “Term” in the Lease.

“Liens” – shall have the meaning assigned to such term in Section 2.2 hereof.

“North Texas” – means the following counties in Texas: Tarrant, Dallas, Ellis, Johnson, Parker, Wise, Denton, Collin, Hunt, Delta, Rockwall, and Kaufman.

“Operational Date” – shall have the meaning assigned to such term in the Lease.

“Owner” – Dallas Cowboys Football Club, Ltd., and any successor in interest to the ownership rights in the Franchise and the Team, including a purchaser or mortgagee (that acquires such rights by foreclosure or otherwise) of such ownership rights.

“Project Documents” – shall have the meaning assigned to such term in the Lease.

“Purchase Option” – the option to purchase, in whole or in part, the Cowboys Complex (as such term is defined in the Lease) granted by the City to Owner in the Purchase Option Agreement.

“Purchase Option Agreement” – the agreement between Owner and the City of even date herewith pursuant to which Owner shall have the option to purchase the real property encumbered by the Lease and all improvements thereon.

“Second Extension Option” – shall mean the option granted to Tenant under Section 1.3(c) of the Lease to extend the Lease Term from forty (40) years to forty-five (45) years after the Operational Date.

“Seventh Extension Option” – shall mean the option granted to Tenant under Section 1.3(c) of the Lease to extend the Lease Term from sixty-five (65) years to seventy (70) years after the Operational Date.

“Sixth Extension Option” – shall mean the option granted to Tenant under Section 1.3(c) of the Lease to extend the Lease Term from sixty (60) years to sixty-five (65) years after the Operational Date.

“Sublease” – that certain Cowboys Complex Sublease Agreement by and among Cowboys Stadium, L.P., as sublandlord, and Dallas Cowboys Football Club, Ltd., as subtenant, executed and delivered in accordance with the Lease and any and all amendments thereto (and assignments thereof).

“Team” – shall have the meaning assigned to such term in the Lease.

“Tenant” – shall have the meaning assigned to such term in the Lease.

“Third Extension Option” – shall mean the option granted to Tenant under Section 1.3(c) of the Lease to extend the Lease Term from forty-five (45) years to fifty (50) years after the Operational Date.

ARTICLE II

LOCATION AND OTHER TEAM OBLIGATIONS

Section 2.1 Location Commitments During Franchise Term and If Purchase Option is Exercised.

(a) During the Development Period. The Owner shall throughout the Development Period: (i) continuously designate a stadium of its selection that is located in North Texas as the location in which the Home Games shall be played, provided that a stadium of reasonable size, quality, and configuration is located in North Texas and is available on reasonable terms and satisfies the requirements of the League as a venue for playing the Home Games, and (ii) cause the Team to play all of its Home Games at that stadium. If, at any time, during the Development Period, a stadium meeting the standards required by this subsection is not available in North Texas, the Owner may play Home Games in any facility approved by the League, regardless of

location, until such time as a stadium in North Texas becomes available meeting the characteristics and conditions contemplated by this subsection or the Operational Date occurs.

(b) From and After the Operational Date. Subject to the rights of termination set forth in Section 2.5 hereof, and further subject to the provisions set forth in Section 2.3 hereof, the Owner shall, commencing on the Operational Date and continuing throughout the remainder of the Franchise Term, continuously designate the City and Cowboys Stadium as the location in which the Home Games shall be played. Accordingly, commencing with the first League season following the Operational Date and continuing throughout the remainder of the Franchise Term, all Home Games of the Team shall be produced and played in the Cowboys Stadium, except that the Team shall be entitled to play up to one (1) of its Home Games outside of the City and Cowboys Stadium during each League season during the Franchise Term. The right to play one (1) Home Game outside of the City and Cowboys Stadium shall be non-cumulative and any unused portion shall expire at the end of each League season. Owner and the City acknowledge and agree that in the event Owner exercises the Purchase Option (with respect to any portion of the Cowboys Complex that includes the Cowboys Stadium) during or prior to the First Extension Period, this Franchise Agreement shall continue through and until the fortieth (40th) anniversary of the Operational Date, upon which date this Franchise Agreement shall terminate; provided, however, if the date on which the Franchise Term is scheduled to expire occurs during the course of a League season (including exhibition games, regular season, playoff games, or any championship game), then the Franchise Term shall automatically be extended, without any further action by Owner or City, to terminate on the date immediately after the Team's last game of the applicable League season. Additionally, Owner and the City acknowledge and agree that in the event Owner exercises the Purchase Option at any time subsequent to the expiration of the First Extension Period, this Franchise Agreement shall terminate concurrently with the closing of such purchase pursuant to the Purchase Option, without any further action required by the City or the Owner.

Section 2.2 Sales or Mortgages of Franchise.

(a) The Owner may at its sole election at any time or from time to time assign, sell or otherwise transfer, or grant or place security interests or mortgage liens (collectively, the "Lien(s)") upon, any and all ownership rights in the Franchise; provided, however, that any such assignment, sale or Liens shall be made or granted subject to the requirements and obligations of Owner under this Franchise Agreement, so that any person or party who acquires the Franchise either: (i) pursuant to any such assignment or sale, or (ii) pursuant to any foreclosure or other transaction under any such Liens, shall acquire and take the Franchise strictly subject to the requirements and burdens imposed on the Owner under Section 2.1 hereof and under the other provisions of this Franchise Agreement and such person or party shall thereafter be deemed the Owner for the purposes of this Franchise Agreement. Upon any such assignment or purchase or granting of any such Liens, Owner shall obtain from each such assignee, purchaser or Lien holder a written acknowledgment and acceptance of the terms, provisions and restrictions contained herein and shall provide an executed copy thereof to the City, or in the case of a purchase pursuant to a foreclosure or otherwise under such Lien, shall state in the instrument creating such Lien that any sale is subject to the terms of this Franchise Agreement.

(b) In the event involuntary liens or material encumbrances are placed on the Franchise that, upon foreclosure thereof, would result in a violation of this Franchise Agreement, the Owner will promptly remove such liens or material encumbrances.

Section 2.3 Team Play of Home Games If Cowboys Stadium Untenantable; League Labor Dispute.

(a) Notwithstanding Owner's obligation to play its Home Games at Cowboys Stadium pursuant to Section 2.1(b) above, and subject to the rights of termination set forth in Section 2.5 below, from and after the Operational Date, if Cowboys Stadium becomes unsuitable for playing Home Games in accordance with League standards or pursuant to applicable law by reason of: (A) Force Majeure, or (B) casualty (clauses (A) and (B) collectively referred to herein as "Untenantable Period"), the Owner:

(i) Shall continuously designate during the Untenantable Period a stadium of its selection that is located in North Texas as the location in which the Home Games shall be played, provided that a stadium of reasonable size, quality, and configuration is located in North Texas and is available on reasonable terms and satisfies the requirements of the League as a venue for playing the Home Games, and shall cause the Team to play all of its Home Games at that stadium; and

(ii) If, at any time, during any Untenantable Period, a stadium meeting the standards required by Section 2.3(a)(i) above is not available in North Texas, the Owner may play Home Games in any facility approved by the League, regardless of its location, until such time as a stadium in North Texas becomes available meeting the characteristics and conditions contemplated by Section 2.3(a)(i) above.

From and after the first date on which Cowboys Stadium is repaired or restored and the Untenantable Period ends, the Team shall return to Cowboys Stadium and play all subsequent Home Games therein throughout the remainder of the Franchise Term.

(b) Notwithstanding the provisions of Section 2.1 hereof to the contrary, if there occurs, from time to time, a League Labor Dispute, then, during the pendency thereof, the Team shall not be obligated to play any Home Games in North Texas or at Cowboys Stadium, as applicable, that have been canceled by the League as a result of such League Labor Dispute; provided, that any replacement or substitute Home Games played under the auspices and authority of the League must be played in Cowboys Stadium or in North Texas, as applicable and required by Section 2.1(a) or (b), subject to the terms of Section 2.3(a) hereof.

Section 2.4 Unconditional Requirements.

(a) Owner's Unconditional Obligation. Subject to the provisions of Section 2.5 hereof, the Owner's obligations under this Franchise Agreement are not conditioned or contingent upon the completion of construction or continued suitability for use by the Team of Cowboys Stadium.

(b) Access to Cowboys Stadium. So long as the City has not terminated the Lease in accordance with its terms, the Owner shall be authorized, with the joinder of the City if required,

to directly enforce the obligations of Tenant under the Lease to provide to it continuous access to and use of the Cowboys Stadium pursuant to the requirements of Section 1.1 of the Lease and any other applicable provisions of the Project Documents. If the Lease, or Tenant's right of possession under the Lease, is terminated by the City, access will be provided under and subject to the provisions of this Section 2.4.

(c) Team Lease on Same Terms as Owner Lease. If Tenant's right to possession under the Lease is terminated by the City pursuant to the terms of the Lease, the Owner shall automatically assume the obligations of "Tenant" under the Lease without any further action required by the City or the Owner; provided, however, the City and Owner shall, at the request of either party, enter into a new lease containing identical terms as the Lease, except that the term of the new lease will be for the then unelapsed Lease Term (subject to extension upon the exercise of any then remaining extension options). If the Lease is terminated by the City pursuant to the terms of the Lease, the Owner shall immediately and in connection with such termination enter into a new lease as "Tenant" with the City containing identical terms as the Lease, except that the term of the new lease will be for the then unelapsed Lease Term (subject to extension upon the exercise of any then remaining extension options) (the "New Lease"). Within thirty (30) days after becoming "Tenant" under the Lease (or New Lease) and provided that no obligations guaranteed by the Owner as "Guaranteed Obligations" under that certain Lease Guaranty dated of even date herewith from the Owner to the City are outstanding, the Owner may designate a third party to assume the Owner's obligations as Tenant under the Lease (or under the New Lease as provided in this Section 2.4(c)), as tenant.

(d) Lender Requirements. Notwithstanding anything else herein to the contrary, the City and the Owner shall negotiate in good faith to modify the provisions of the above subparagraphs of this Section 2.4 in order to facilitate the requirements of third-party lenders to the City and/or the Owner; provided, however, the City shall not be obligated to agree to any modification of this Agreement that materially and adversely modifies, alters, affects, or impairs the City's rights under this Franchise Agreement.

Section 2.5 Limited Rights of Termination.

Notwithstanding the other provisions of this Franchise Agreement, the Owner shall have the right to terminate this Franchise Agreement in the following, but under no other, circumstances:

(a) Breach of Agreements. If the City fails to provide the City Contribution as required under the Closing Agreement (and such default is continuing beyond the expiration of any applicable cure period); or

(b) Termination of Lease. If the Lease is terminated by the Tenant pursuant to Section 1.3(d), Section 5.3(d), Section 10.3, Section 11.4(b) or Section 12.3 of the Lease (or the similar provisions of a New Lease, as the case may be, pursuant to Section 2.4(c) hereof).

ARTICLE III

WARRANTIES AND SPECIAL COVENANTS

Section 3.1 By the City.

The City warrants, covenants and agrees as follows:

(a) The City is authorized by the Act and other applicable law to execute and deliver the Lease and this Franchise Agreement; and

(b) The City has irrevocably committed pursuant to the Closing Agreement to deposit its share of the Project Costs, in the amount required by the applicable Project Documents, on or following the Commencement Date, from lawfully available funds and the same are not subject to withdrawal or recall for any purpose at any time except in accordance with the applicable Project Documents.

Section 3.2 By the Owner.

The Owner warrants, covenants and agrees as follows:

(a) The execution and delivery of this Franchise Agreement does not violate any contract, covenant, agreement, loan document, mortgage, judgment of a court, or regulatory proceeding to which the Owner is a party or is subject.

(b) The Owner is the owner of the Franchise and the Team, has full power and authority to execute this Franchise Agreement and to honor the restrictions contained herein, and promises to take all efforts to keep the Franchise in full force and effect and in good standing in accordance with the contracts, rules and regulations of the League.

(c) This Franchise Agreement is binding and enforceable against the Owner and all necessary approvals with respect to Owner's execution and performance of this Franchise Agreement have been obtained. Upon transfer of the Franchise as referenced in Section 2.2 above and the execution by such transferee of the acknowledgment and acceptance referenced in said section, the transferor Owner shall have no further obligations under this Franchise Agreement.

ARTICLE IV

SPECIFIC PERFORMANCE

Section 4.1 Adoption of Act.

The City and the Owner acknowledge and agree that this Franchise Agreement is an agreement of the kind, type and substance described in Section 334.005 of the Act and that said section is applicable hereto.

Section 4.2 Acknowledgments and Findings.

The Owner acknowledges and agrees that: (i) the presence of the Team in the City and at Cowboys Stadium in accordance with the terms hereof provide a unique value to the City that cannot be valued in money; and (ii) the City will suffer irrevocable injury if the Owner breaches its obligations to play the Home Games of the Team at Cowboys Stadium when and as herein required; and, accordingly, the Owner and the City agree that this Franchise Agreement is enforceable by specific performance in the courts of the State of Texas, and by other equitable remedies, including injunctive remedies. The Owner expressly waives the right to require the City to post any bond or other security as a condition to the granting of any equitable relief by court.

ARTICLE V

GENERAL PROVISIONS

Section 5.1 Severability.

If any term or provision of this Franchise Agreement, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable in any jurisdiction, as to such jurisdiction, the remainder of this Franchise Agreement, or the application of such term or provision to the persons or circumstances other than those as to which such term or provision is held invalid or unenforceable in such jurisdiction, shall not be affected thereby, and each term and provision of this Franchise Agreement shall be valid and enforceable to the fullest extent permitted by applicable law and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 5.2 Entire Agreement; Amendment and Waiver.

Except as is otherwise set forth or referred to herein, this Franchise Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior written and oral agreements and understandings with respect to such subject matter. There are no unwritten or oral agreements among the parties hereto. Neither this Franchise Agreement nor any of the terms hereof, including, without limitation, this Section 5.2, may be terminated, amended, supplemented, waived or modified orally or by conduct of the parties, but only by an instrument in writing signed by the party against which the enforcement of the termination, amendment, supplement, waiver or modification shall be sought.

Section 5.3 Parties in Interest; Limitation on Rights of Others.

The terms of this Franchise Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their permitted successors and assigns. Nothing in this Franchise Agreement, whether express or implied, shall be construed to give any person (other than the parties and their permitted successors and assigns as expressly provided herein) any legal or equitable right, remedy or claim under or in respect of such instrument or any covenants, conditions or provisions contained therein or any standing or authority to enforce the terms and provisions of such instrument.

Section 5.4 Counterparts.

This Franchise Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same Franchise Agreement. All signatures hereto need not be on the same counterpart.

Section 5.5 Governing Law.

THIS FRANCHISE AGREEMENT, AND THE ACTIONS OF THE PARTIES HEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS (EXCLUDING PRINCIPLES OF CONFLICTS OF LAWS).

Section 5.6 Dispute Resolution.

(a) Settlement By Mutual Agreement. In the event any dispute, controversy or claim between or among the Parties arises under this Franchise Agreement or any right, duty or obligation arising herefrom or the relationship of the Parties hereunder (a "Dispute or Controversy"), including, but not limited to, a Dispute or Controversy relating to the effectiveness, validity, interpretation, implementation, termination, cancellation or enforcement of this Franchise Agreement, the Parties shall first attempt in good faith to settle and resolve such Dispute or Controversy by mutual agreement in accordance with the terms of this Section 5.6(a). In the event a Dispute or Controversy arises, any Party shall have the right to notify the other Party that it has elected to implement the procedures set forth in this Section 5.6(a). Within fifteen (15) days after delivery of any such notice by one Party to the other Party regarding a Dispute or Controversy, a representative of each of the Parties shall meet at a mutually agreed time and place to attempt, with diligence and good faith, to resolve and settle such Dispute or Controversy. Should a mutual resolution and settlement not be obtained within fifteen (15) days after the meeting of the Parties' representatives for such purpose, or such longer period as the Parties may mutually agree upon, then any Party may by notice to the other Party submit the Dispute or Controversy to arbitration in accordance with the provisions of Section 5.6(b) and Exhibit "A" hereto. Upon the receipt of notice of referral to arbitration hereunder, the receiving Party shall be compelled to arbitrate the Dispute or Controversy in accordance with the terms of this Section 5.6 and Exhibit "A" hereto without regard to the justiciable character or executory nature of such Dispute or Controversy.

(b) Arbitration. Each Party hereby agrees that any Dispute or Controversy which is not resolved pursuant to the provisions of Section 5.6(a) shall be submitted to binding arbitration hereunder and shall be resolved exclusively and finally through such binding arbitration in accordance with the Arbitration Procedures. This Section 5.6(b) and Exhibit "A" hereto are and hereby constitute a written agreement by the Parties to submit to arbitration any such Dispute or Controversy arising after the date of this Franchise Agreement within the meaning of Section 171.001 of the Texas Civil Practice and Remedies Code.

(c) Emergency Relief. Notwithstanding any provision of this Franchise Agreement to the contrary, any Party may seek injunctive relief or other form of ancillary relief at any time

from any court of competent jurisdiction in Tarrant County, Texas. In the event that a Dispute or Controversy requires emergency relief before the matter may be resolved under the Arbitration Procedures, notwithstanding that any court of competent jurisdiction may enter an order providing for injunctive or other form of ancillary relief, the Parties expressly agree that the Arbitration Procedures will still govern the ultimate resolution of that portion of the Dispute or Controversy not resolved pursuant to said court order.

Section 5.7 Interpretation and Reliance.

No presumption will apply in favor of any party in the interpretation of this Franchise Agreement or in the resolution of any ambiguity of any provision thereof.

Section 5.8 Attorneys' Fees.

Subject to Section 5.6 hereof, should City engage the services of attorneys or institute legal proceedings to enforce its rights or remedies under this Franchise Agreement, the prevailing party to such dispute or proceedings shall be entitled to recover its reasonable attorneys' fees and similar costs incurred in connection with the resolution of such dispute or the institution, prosecution or defense in such proceedings, as adjudged by the applicable court, from the non-prevailing party. This provision is separate and several and shall survive the merger of this Franchise Agreement into any judgment on such instrument.

Section 5.9 Notices.

Any notices given to Owner or City hereunder shall be given in the manner set forth in Section 14.5 of the Lease, but to the respective addresses set forth beneath the parties' signatures below or at such other addresses as the parties may hereafter designate in writing from time to time.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

This Franchise Agreement has been executed and delivered on and as of the Commencement Date, as above defined.

CITY OF ARLINGTON, TEXAS

ATTEST:

By: _____
City Secretary

By: _____
Mayor

APPROVED AS TO FORM:

By: _____
City Attorney

Address(es) for notices pursuant to Section 5.9:

City of Arlington
City Hall
101 West Abram Street
Arlington, Texas 76010
Attn: City Manager

With copies to:

City of Arlington
201 East Abram Street
Arlington, Texas 76010
Attn: City Attorney

And with copies to:

Vinson & Elkins, L.L.P.
3700 Trammell Crow Center
2001 Ross Avenue
Dallas, Texas 75201
Attn: E. Ray Hutchison, Esq. or
Ben A. Brooks, III, Esq.

[Signatures continued on next page]

DALLAS COWBOYS FOOTBALL CLUB, LTD.,
a Texas Limited Partnership

By: JWJ Corporation,
Its General Partner

By: _____
J. Stephen Jones, Vice President

Address(es) for notices pursuant to Section 5.9:

Dallas Cowboys Football Club, Ltd.
One Cowboys Parkway
Irving, Texas 75063
Attn: J. Stephen Jones

With copies to:

Cowboys Stadium, L.P.
One Cowboys Parkway
Irving, Texas 75063
Attn: General Counsel

And with copies to:

Winstead Sechrest & Minick P.C.
2400 Bank One Center
910 Travis Street
Houston, Texas 77002
Attn: Denis Clive Braham, Esq.

EXHIBIT "A"

Arbitration Procedures

Section 1. Arbitration.

1.1 Regular Arbitration. Except for a Dispute or Controversy between Landlord and Tenant that is required to be resolved by Fast-Track Arbitration (defined below), binding arbitration of a Dispute or Controversy shall be conducted in accordance with the following procedures ("Regular Arbitration"):

(a) The person seeking arbitration hereunder (the "Electing Party") shall request such arbitration in writing, which writing shall be delivered to the other persons to be made parties to such arbitration (the "Other Parties to Arbitration") and include a clear statement of the matter(s) in dispute. If a legal proceeding relating to the matter(s) in dispute has previously been filed in a court of competent jurisdiction (other than a proceeding for injunctive or ancillary relief), then any request to arbitrate under this paragraph shall be delivered within ninety (90) days of the date that the Electing Party receives service of process in such legal proceeding. Except to the extent provided in this Exhibit A, Regular Arbitration shall be conducted in accordance with the Commercial Rules of the American Arbitration Association; if there is any conflict between such Commercial Rules and the terms and provisions of this Exhibit, this Exhibit shall govern. Any arbitration hereunder shall be conducted by a single arbitrator who shall be appointed upon the mutual agreement of the Electing Party and the Other Parties to Arbitration (collectively, the "Parties to Arbitration"; individually, a "Party to Arbitration") within twenty (20) days of the date the written request for arbitration by the Electing Party was delivered to the Other Parties to Arbitration. In order to facilitate any such appointment, the Electing Party shall submit a brief description (no longer than two (2) pages) of the Dispute or Controversy to the Other Parties to Arbitration. In the event the Parties to Arbitration are unable to agree on a single arbitrator within the twenty (20) day period, then the arbitrator shall be appointed by the then-serving administrative judge of the civil trial division of Tarrant County, Texas or any successor thereto within the next ten (10) day period. The Electing Party shall make the request for appointment of an arbitrator and furnish a copy of the aforesaid description of the Dispute or Controversy to said judge. Each Party to Arbitration may, but shall not be required to, submit to said judge a list of up to three (3) qualified individuals as candidates for appointment as the arbitrator whose schedules permit their service as arbitrator within the time periods set forth herein, and the judge shall select the arbitrator from among the individuals proposed by the Parties to Arbitration. No Party to Arbitration shall have any ex parte communications with any nominee or any arbitrator once selected pursuant to this Section 1.1(a).

(b) Within thirty (30) days of the date the arbitrator is appointed, the arbitrator shall notify the Parties to Arbitration in writing of the date of the arbitration hearing, which hearing date shall be not less than one-hundred twenty (120) days from the date of the arbitrator's appointment. The arbitration hearing shall be held in Arlington, Texas. At the hearing, the testimony of witnesses and experts called by each Party to Arbitration shall be heard. Depositions may be taken and other discovery may be made in accordance with the Texas

Rules of Civil Procedure, provided that (i) depositions and other discovery shall be completed within ninety (90) days of the appointment of the arbitrator, (ii) there shall be no evidence by affidavit allowed, and (iii) each Party to Arbitration shall disclose a list of all documentary evidence to be used and a list of all witnesses and experts to be called by the Electing Party in the arbitration hearing at least twenty (20) days prior to the arbitration hearing. The arbitrator shall issue a final ruling within thirty (30) days after the arbitration hearing. Any decision of the arbitrator shall state the basis of the award and shall include both findings of fact and conclusions of law. Any award rendered pursuant to the foregoing, which may include an award or decree of specific performance hereunder, shall be final and binding on, and non-appealable by, the Parties to Arbitration and judgment thereon may be entered or enforcement thereof sought by any Party to Arbitration in a court of competent jurisdiction. The foregoing deadlines shall be tolled during the period that no arbitrator is serving until a replacement is appointed in accordance with this Exhibit A.

(c) Notwithstanding the foregoing, nothing contained herein shall be deemed to give the arbitrator appointed hereunder any authority, power or right to alter, change, amend, modify, waive, add to or delete from any of the provisions of the Lease or any other Project Document.

1.2 Fast-Track Arbitration. The Parties to Arbitration shall agree upon an independent third party who is mutually acceptable to all Parties to Arbitration (the “Fast-Track Arbitrator”) and an alternate third party (the “Alternate”) to decide a Dispute or Controversy required by the Lease to be resolved by Fast-Track Arbitration. If the Parties to Arbitration are unable to agree on a third party to serve as the Fast-Track Arbitrator or if the Fast-Track Arbitrator or Alternate are unable or fail to act in such capacities, any applicable Dispute or Controversy shall be referred to Regular Arbitration pursuant to Section 1.1 of this Exhibit A. Arbitration known as “Fast-Track Arbitration” shall be conducted in accordance with the following procedures:

(a) Any Party to Arbitration may refer a Dispute or Controversy required to be resolved by Fast-Track Arbitration by providing written notice to the Fast-Track Arbitrator and the other Parties. Such notice shall include a clear statement of the matter(s) in dispute and a brief description (no longer than two (2) pages) of the Dispute or Controversy. If a Party to Arbitration gives written notice of the referral of such Dispute or Controversy to Fast Track Arbitration, the other Parties to Arbitration shall be bound to enter into Fast-Track Arbitration and may not utilize the procedures of Regular Arbitration, except in the circumstances described in the second sentence of Section 1.2 above or in Section 1.2(d) below). The Parties to Arbitration may also mutually agree (but shall have no obligation) to enter into Fast-Track Arbitration to resolve any other Dispute or Controversy (in addition to those listed above) by providing joint written notice to the Fast-Track Arbitrator. In the event that the Fast-Track Arbitrator is unavailable to resolve the Dispute or Controversy within the time period stated in the next sentence, the Dispute or Controversy shall be referred to the Alternate.

(b) The Fast-Track Arbitrator or the Alternate, as the case may be (i.e., whichever one serves as the “arbitrator” for the Fast-Track Arbitration), shall be directed to resolve the Dispute or Controversy within fifteen (15) days of the referral, and the arbitrator shall

diligently endeavor to resolve such Dispute or Controversy within such fifteen (15) day time period. The arbitrator shall schedule, and the Parties to Arbitration may attend, a hearing at which the testimony of witnesses and experts called by each Party to Arbitration will be heard. No depositions or discovery shall be permitted, and no evidence by affidavit shall be allowed in such Fast-Track Arbitration proceeding. Except as set forth in this Exhibit A, Fast-Track Arbitration shall otherwise be conducted in accordance with the Commercial Rules of the American Arbitration Association; provided, however, that the arbitrator may further modify such rules, in a manner consistent with the terms and conditions of this Exhibit A, in order to expedite resolution of the Dispute or Controversy.

(c) The arbitrator's decision shall be set forth in a written decision that the arbitrator shall furnish to the Parties to Arbitration on the fifteenth (15th) day or, if such day is not a Business Day (as such term is defined in the Lease), the next Business Day. The Parties to Arbitration shall cooperate promptly and in good faith in providing to the arbitrator any information reasonably needed to resolve the Dispute or Controversy within the specified time period. Unless a Party to Arbitration gives written notice of dissatisfaction with the decision (as permitted under Section 1.2(d) of this Exhibit A, the decision of the arbitrator shall be final and binding on, and non-appealable by, the Parties to Arbitration and judgment thereon may be entered or enforcement thereof sought by any Party to Arbitration in a court of competent jurisdiction.

(d) The decision of the arbitrator under Section 1.2(c) shall be final and binding on the Parties to Arbitration unless written notice of dissatisfaction with the decision is given by one Party to Arbitration to the other Parties to Arbitration within fifteen (15) days of the date of the written decision of the arbitrator, in which event the Party to Arbitration giving such notice must refer the Dispute or Controversy to Regular Arbitration.

Section 2. Further Qualifications of Arbitrators; Conduct. Every person nominated or recommended to serve as an arbitrator pursuant hereto shall be and remain at all times neutral and wholly impartial, and shall have substantial experience and knowledge in the substantive laws applicable to the subject matter of the Dispute or Controversy and shall have substantial experience with issues of such nature concerning multi-purpose public sports and entertainment facilities for professional sports teams, and the public/private relationships and aspects related thereto. All arbitrators shall, upon written request by any Party to Arbitration, provide the Parties to Arbitration with a statement that they can and shall decide any Dispute or Controversy referred to them impartially. No arbitrator shall currently be employed by or represent, or have previously been employed by or represented, a Party to Arbitration or, if not a Party to Arbitration, the Club, the League, any member team of the League, or any affiliates or subsidiaries thereof, or have any material financial dependence upon any such person or Party to Arbitration, nor shall any arbitrator have any material financial interest in the Dispute or Controversy. Further, all arbitrators must meet the qualifications and adhere to the standards of Sections 154.052 and 154.053 of Chapter 154, TEXAS CIVIL PRACTICE AND REMEDIES CODE.

Section 3. Applicable Law; Limitations on Authority. The agreement to arbitrate set forth in this Exhibit A shall be enforceable in either federal or state court. In deciding the substance of any such Dispute or Controversy, the arbitrator shall apply the substantive laws of

the State of Texas. The arbitrator may, but shall not be required to, provide for such remedies as are available at law or in equity in accordance with the laws of the State of Texas, and in accordance with the terms and conditions of the Franchise Agreement.

Section 4. Consolidation. If the Parties to Arbitration initiate multiple arbitration proceedings, the subject matters of which are related by common questions of law or fact and which could result in conflicting awards or obligations, then the Parties to Arbitration hereby agree that all such proceedings may be consolidated into a single arbitral proceeding as determined by the arbitrator in the earliest commenced of the multiple proceedings.

Section 5. Pendency of Dispute; Interim Measures. The existence of any Dispute or Controversy eligible for referral or referred to arbitration hereunder, or the pendency of the dispute settlement or resolution procedures set forth herein, shall not, in and of themselves, relieve or excuse any Party to Arbitration from its ongoing duties and obligations under the Lease or any right, duty or obligation arising herefrom; provided, however, that during the pendency of arbitration proceedings and prior to a final award, upon written request by a Party to Arbitration to the arbitrator (with contemporaneous notice thereof to the other Party to Arbitration), the arbitrator may issue interim measures for preservation or protection of the status quo.

Section 6. Complete Defense. The Parties to Arbitration agree that compliance by a Party to Arbitration with the provisions of this Exhibit A shall be a complete defense to any suit, action or proceeding instituted in any federal or state court, or before any administrative tribunal by another Party to Arbitration with respect to any Dispute or Controversy which is subject to arbitration as set forth herein, other than a suit or action alleging non-compliance with a final and binding arbitration award rendered hereunder.

Section 7. Costs of Arbitrator. The costs and expenses of the arbitrator and the additional incidental costs of arbitration shall be shared equally by all the Parties to Arbitration; provided, however, that if City fails or is unable to pay its share of any such costs or expenses and such failure is continuing beyond the expiration of any cure period applicable thereto, then Owner shall pay such share and the amount so paid by Owner shall be applied as a credit against the Rentals due under the Lease pursuant to the terms thereof.